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CONTRACTS — SUITS BY THIRD PERSONS NOT PARTIES TO THE CONTRACT — SOLE BENEFICIARY: EFFECT OF RESCISSION BY CONTRACTING PARTIES. — The defendant, as part consideration for land deeded to him by his father, promised him to pay the plaintiff, the defendant's niece, a sum of money when she reached the age of eighteen. Before the plaintiff had any notice of the contract, it was rescinded by the contracting parties. She now sues for the money. *Held*, that she can recover. *Wetutzke v. Wetutzke*, 148 N. W. 1088 (Wis.).

This decision is entirely in accord with principle. A contract for the sole benefit of a third party should vest an irrevocable right in him immediately. His consent, as in the case of a gift of property, should be presumed from the beneficial nature of the transaction. If, however, the contract is one to discharge a debt owed by the promisee, the creditor should have no right to object to rescission by the parties unless, the debtor being insolvent, this amounts to a fraudulent disposition of a valuable asset. See WILLISTON'S WALD'S POLLOCK, CONTRACTS, pp. 273, 274. A few jurisdictions recognize this distinction. *Thompson v. Gordon*, 3 Strobb. (S. C.) 196; *Youngs v. Trustees*, 31 N. J. Eq. 290; *Willard v. Worsham*, 76 Va. 392. But the majority of cases say in general terms that the contracting parties may rescind a contract for the benefit of a third person at any time before the latter consents. *Gilbert v. Sanderson*, 56 Ia. 349, 9 N. W. 293; *Trimble v. Strother*, 25 Oh. St. 378; *Spaulding v. Henshaw*, 80 Ky. 55; *Blake v. Atlantic National Bank*, 33 R. I. 464, 82 Atl. 225; *Carnahan v. Tousey*, 93 Ind. 561. In at least one of these jurisdictions, however, the result of the principal case might be reached on the ground that the consent of an infant sole beneficiary would be presumed. See *Richards v. Reeves*, 149 Ind. 437, 49 N. E. 348. The jurisdiction of the principal case, on the other hand, appears to forbid rescission in all cases. See *Zwietusch v. Becker*, 153 Wis. 213, 140 N. W. 1056. Codes or statutes in several states provide that contracts for the benefit of a third party may be sued on by the third party at any time before the contracting parties rescind. CIV. CODE CAL., § 1559; REV. L. OKLA. 1910, § 895; CIV. CODE SO. DAK., § 1193. Foreign codes, also, generally require notice of assent by the third party to prevent revocation. See 16 HARV. L. REV. 43 ff.

CRIMINAL LAW — ATTEMPT — ACCEPTANCE OF BRIBE BY PUBLIC OFFICIAL FOR PURPOSES OF DETECTION. — The defendant offered the state's attorney a bribe if he would drop certain criminal proceedings. The state's attorney, in order to trap the defendant, accepted the money. The Illinois Criminal Code, HURD'S REV. STAT. 1913, c. 38, § 31, provides that whoever corruptly gives money to a state's attorney with intent to influence him in his official capacity is guilty of bribery, and punishable by imprisonment. Section 32 imposes a fine for an "offer or attempt to bribe" a state's attorney. *Held*, that the defendant is not guilty of bribery, and can be convicted only for an attempt. *People v. Peters*, 106 N. E. 513 (Ill.).

At common law the distinction between bribery and an attempt to bribe was largely academic; both were misdemeanors, and equally punishable. *Walsh v. People*, 65 Ill. 58; 2 BISHOP, CRIMINAL LAW, 8 ed., § 88. Hence the subject is much confused in the books. A corrupt offer of money, though rejected, was sometimes treated as the substantive offense. See 1 HAWK. P. C., 6 ed., 32; COKE, 3 INST., 147, § 3; MAY, CRIMINAL LAW, 2 ed., § 140. Lord Mansfield, however, considered it a mere attempt. See *Rex v. Vaughan*, 4 Burr. 2494, 2500. And it is classed as such in the Illinois statute. But a delivery of money on corrupt terms, to one who professes to accept the terms, would seem to constitute the complete crime. *Henslow v. Fawcett*, 3 A. & E. 51. But see *Newman v. People*, 23 Col. 300, 305, 47 Pac. 278, 280. The bribe-giver's wrongful act consists in corruptly exerting pressure on a public official, and this